

Earlville Pony Club Waiver

10 INDEMNITY, RELEASE & WAIVER

I, the Member or Parent/Guardian of a Junior Member, in consideration of the Earlville Pony Club Inc (“the Club”) allowing me (or the Junior Member) to use the Club grounds for equestrian activities, do hereby:-

- 10.1 Acknowledge that participation in equestrian activities involves a real risk of injury, potentially serious and that those risks could include the loss of life, temporary or permanent injury or disability and economic loss.
- 10.2 understand that it is in my interests and that of all other Members of the Club that I follow all instructions given to me by the Club and persons authorised by it to do so in relation to my conduct and behaviour whilst engaged in equestrian activities, and that I will adhere all rules and regulations imposed by the Club from time to time in relation to equestrian activities at the Club grounds.
- 10.3 confirmed that I or the Junior Member have no pre-existing medical or physical condition that would affect my ability to engage in equestrian activities and I will in the event of any change of my physical or medical condition advise the Club of any such changes that would affect my ability to engage in equestrian activities and that in the case of any medical emergency I authorise the Club to arrange for such medical assistance including transportation as it deems appropriate in the circumstances and I shall be responsible for any costs incurred by the Club in doing so but I acknowledge that the Club is not required to provide any medical facilities or equipment.
- 10.4 acknowledge that any horse used by me or the Junior Member is done so at my own risk and the Club is not responsible for any injury or resultant loss or damage to any such horse (including injury, loss or damage caused by other horses or other animals or persons in the Club grounds) and that any horse used by me or the Junior Member has been selected by me on the basis of my own enquiries as to the suitability of that horse for use in equestrian activities and the Club is not responsible for the selection of suitability of any such horse.
- 10.5 Acknowledge the giving of this indemnity release and waiver is in addition to and not in substitution of the liability waiver release and indemnity given by me to the Pony Club Association of Queensland Inc at the time of applying for Club Membership.
- 10.6 acknowledge that the Pony Club Association of Queensland Inc personal accident coverage does not cover me when I am engaged in all or any equestrian activities at the Club grounds other than as specifically prescribed in that policy and I have had the opportunity to consider the terms and conditions of that personal accident policy before giving this indemnity, release and waiver and have satisfied myself as to the extent of (or lack of) coverage provided to me or the Junior Member by that insurance.
- 10.7 acknowledge that the Club may where it reasonable forms the view that I or the Junior Member do not have the requisite level of expertise or horsemanship to safely engage in equestrian activities (or part thereof) then I or the Junior Member may be required to undertake such training as the Club deems reasonable necessary or otherwise undertake equestrian activities at the Club grounds subject to such reasonable conditions as the Club may impose from time to time (for purposes of this clause the term “expertise” shall include but not limited to the conduct or suitability and/or experience of a particular horse used by me or the Junior Member).
- 10.8 confirm that where this indemnity, release and waiver is given by me as the Parent or Guardian of a Junior Member that I have thoroughly explained to the Junior Member the importance of safety practices and procedures required by the Club in relation to equestrian activities and the importance of adhering to all rules and regulations imposed by the Club in relation to equestrian activities and I have satisfied myself that the Junior Member understands the need for and importance of adhering to those practices and procedures, rules and regulations.
- 10.9 acknowledge that the Club is not required to provide supervision, instruction or safety checks for myself or the Junior Member and that I undertake to supervise the Junior Member during the course of their participation in equestrian activities at the Club grounds (save and except any event scheduled and sanctioned by the Club) or ensure that an adult person whom I believe is capable of providing supervision is present and willing to provide supervision for the Junior Member at any time I am unable to do so.

10.10 Definitions

“Club” means Earlville Pony Club Inc and includes all Members, the Members of its committee and any employee, agent or representative duly engaged or appointed by the Club.

Club grounds: means the land situated at Telford Street, Earlville more particularly described as Lot 2 on RP 7355971

Lot 2 on RP 727262

Lot 2 on RP 707201

and all improvements, fixtures, fittings, and items of plant equipment thereon.

“Member” means the person who has signed this indemnity, release and waiver and who in doing so certifies that they are 18 years or older.

“Junior Member” means a person who is under the age of 18 years and on whose behalf the Parent/Guardian has given this indemnity release and waiver.

“Liability” means liability I tort or contract or a law generally for any death, personal injury or damage to property or horses.

“Parent/Guardian” means a person over the age of 18 years of age who has signed this indemnity, release and waiver on behalf of a Junior Member and who in doing so certifies that they are either a natural Parent of lawful Guardian of the Junior Member.

“Equestrian activities” means any activity of or pertaining to horsemanship or the riding of horses or the handling of horses including all activities associated therewith and of the incidental thereto.

And indemnify and keep indemnified the Club (including all Members, the Members of its committee and any employee agent or representative duly engaged ort appointed by the Club) from all liability which may arise while I am engaged in equestrian activities at the Club grounds and where this indemnity release and waiver is signed by me as Parent/Guardian of a Junior Member hereby indemnify and keep indemnified the Club (including all Members, the Members of its committee and any employee agent or representative duly engaged or appointed by the Club) in respect of any claims for liability arising from the Junior Members participation in equestrian activities at the Club grounds.

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Name of Member

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signature

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Name of Junior Member

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Name of Parent/Guardian

.....
signature

..... **Date**